

ADDENDUM #3 SEE CHANGES ON SECTIONS 3.5, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.41, PRICING PAGE AND QUESTION & ANSWERS

ADDENDUM #2 SEE CHANGE ON THE BID OPENING DATE (05/09/06)

ADDENDUM #1 NOTE SEE CHANGES ON SECTION 1.2 AND PRICING PAGE



NOTICE OF SOLICITATION

SERIAL 06028-S

INVITATION FOR BID FOR: VEHICLE RENTAL (NIGP CODE 97514)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on APRIL 25, MAY 09, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 06028-S, INVITATION FOR BID FOR VEHICLE RENTAL (NIGP CODE 97514)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

WALT PRICE
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3454

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 13, 2006 AT 10:00 A.M. AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

SECTION:

1.0 INTENT

2.0 SCOPE OF WORK

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT/SIGNATURE PAGE

ATTACHMENT C – REFERENCES

EXHIBITS:

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06028 -S"

Responses must be received **BY 2:00 P.M., ~~APRIL 25,~~ MAY 09, 2006**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **06028-S**

TITLE: **VEHICLE RENTAL (NIGP CODE 97514)**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: VEHICLE RENTAL (NIGP CODE 97514)

1.0 INTENT:

1.1 Purpose

The intent of this call for bids is to establish a contract to rent vehicles for Maricopa County. The primary user of the contract is the County's Sheriff's Office.

1.2 Scope

The Contractor shall make available to the County various makes and models of passenger vehicles, ½ ton and ¾ ton trucks with extended cab, full size sports utility vehicles; equipped with a minimum of an XLT packages or of equal level depending on the vehicle manufacturer. Due to the nature of the Sheriff's Office operations, some specialized equipment may be required (e.g. toolbox, spotlight, camper-shell). **All vehicles shall have tinted windows (Arizona legal and limo tint for surveillance. All vehicles shall be equipped with car alarms.**

2.0 TECHNICAL SPECIFICATIONS:

2.1 The Contractor shall provide a variety of vehicle makes and models, body styles and colors. Undercover operations require dissimilar vehicles and the choice of non-identical vehicles as part of their overall fleet make up. Vehicles shall have no permanent markings/advertisement. Vehicles must be approved by the Sheriff's office prior to acceptance.

The actual number of vehicles rented at any given time may vary and Maricopa County does not guarantee these quantities. The approximate range of monthly requirement is between ninety (90) and one hundred thirty-five (135) total vehicles, with a varying mix of 40% passenger, 50% utility and 10% truck vehicle types.

Vendor lists defining inventory availability MUST be submitted with the bid.

2.2 All vehicles must be currently registered and licensed in the State of Arizona and must be operating lawfully. Out of state registration may be authorized for undercover operations at the direction of the Sheriff's Office.

2.3 The Contractor shall provide periodic maintenance inspections; routine maintenance, repairing and/or replacing parts, except those parts damaged by misuse, accident or negligence on the part of the operator. Repair site locations must be agreed upon by the sheriff's office. Repair sites submitted for approval will be located in the greater Phoenix area. Geographical deviations may be submitted for approval in meeting the special or intermediate needs of the Sheriff's Office.

2.4 Mileage for each vehicle is reported monthly on a pre-determined mutually agreed upon date. The Contractor shall provide when requested an alternate, similar vehicle during periods of maintenance and repairs that would restrict normal business activities.

2.5 For damage caused by misuse, accident or negligence of the Sheriff's operator, the vendor shall make necessary repairs utilizing recognized industry standards for determining costs. The Sheriff's Office shall have the right to appeal/appraise the damage and obtain an agreed upon price before repairs are made. Vendors shall provide, with the bid, on Attachment A, Pricing Pages, a description of what constitutes wear and tear damage. The County shall have the option to have wear and tear damage repaired at the shop of its choice, and pay this repairing facility directly. For the purpose of repairs and liability of damage incurred to rental vehicles, Maricopa County is a self-insured entity.

In the event a vehicle is not functioning or wrecked, the Contractor will replace the vehicle within twenty-four (24) hours if the breakdown occurs between Monday - Friday 8:00 A.M. - 5:00 P.M. The Contractor shall replace the vehicle within forty-eight (48) hours if the vehicle breaks down at

other times. For vehicles returned for maintenance, the contractor must provide an alternate vehicle when the vehicle to be worked upon is returned to the repair shop. The Contractor is responsible for towing/transporting vehicle to his service shop, and this is to include roadside assistance service. The County shall be responsible for all towing outside Maricopa County to the closest authorized dealership. The contractors towing shall be available 24 hours a day, 7 days per week. The Contractor shall provide roadside assistance service for flat tires, lock outs or other services that can be resolved within roadside assistance capability.

- 2.6 Prior to acceptance of the rental vehicle both the Contractor and the County must note on the acceptance form provided by the County any damage to the vehicle. Any damage to the rented vehicle from the date of the acceptance, except as noted, will be the responsibility of the County.
- 2.7 The Contractor shall issue all vehicles with a full tank of fuel and the County shall return all vehicles with a full tank of fuel except under the circumstances of a disabled vehicle or accident condition where accessibility to the gas tank is impaired or safety measures are a consideration.
- 2.8 Only Maricopa County employees shall drive the above referenced rented vehicles or those individuals legally authorized by the County to do so.
- 2.9 The average period of time per vehicle rental is one (1) year to (2) two years. If however a vehicle is inoperable for any reason the contractor shall provide a replacement within twenty-four (24) hours. Rental periods may vary and the County does not guarantee a specific period of time.
- 2.10 Due to the sensitive nature of the operation of the Maricopa County Sheriff's Office, particularly undercover and surveillance work, vehicles may have to be exchanged as required before the expiration of the rental period. This is done so as not to compromise the operations of the Sheriff's Office. This shall be accomplished without any fee or penalty to the County. Also, all inquiries reference this contract and the fleet in general shall be referred to the Sheriff's Office (Fleet Management).
- 2.11 Billing by the Contractor to the County will be required on a monthly basis. Each using department with a current vehicle rental must be billed separately. Billing will identify each vehicle by make, model, year, license plate and vendor identification number as a minimum. Each using department's vehicles will be listed and identified and representative of the current month's usage and billing.
- 2.12 The successful bidder shall provide a minimum of 3,000 free miles per month per vehicle
- 2.13 The Contractor shall make available to the County current model years and/or used vehicles, no more than three model years old, and mileage not to exceed 30,000. The sheriff's office will return those vehicles, which either exceed 3 years or 30,000 miles during the course of its usage. Rental/Bid prices shall reflect the difference in costs for the following class of rental vehicles; Full-Size, Premium Size, Luxury and Sport Utility Vehicle/Truck. Unit price plus applicable tax in accordance with the specifications referenced in this Bid Serial.
- 2.14 Contractor must have designated pick up and drop off points, conveniently located and mutually agreed upon by the sheriff's office.
- 2.15 No other terms and conditions will be considered for award of this bid. Any changes to the specification, clauses, pricing, etc, may result in the bid being determined non-responsive. Contractor agrees to reasonable mounting of communications equipment in some vehicles. The most often used procedure is to drill a hole in the front, passenger side firewall in routing the radio power cord to the engine compartment, which is then covered by existing carpeting. The radio itself is usually contained below the rear seat in most of these modified vehicles. Holes are then drilled in the floorboard to secure the radio. Any other cabling or mounting is then routed through existing channels or brackets and does not require any modifications. Upon disassembly the drilled holes are filled with the appropriate epoxy type material or inserts and then re-covered by the carpeting or seats. Prior to installation of any communications equipment, Sheriff's personnel

will come to an agreement with the Contractor on the monetary amount of damage caused by this installation. The Contractor shall be reimbursed for such damages.

2.16 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

~~3.5 INSURANCE REQUIREMENTS~~

~~Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the~~

~~stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.~~

~~All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.~~

~~Contractor's insurance shall be primary insurance as respects County, and any insurance or self insurance maintained by County shall not contribute to it.~~

~~Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.~~

~~The insurance policies may provide coverage that contains deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit.~~

~~County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.~~

~~The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.~~

~~The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.~~

~~Contractor is required to procure and maintain the following coverages indicated by a checkmark:~~

~~3.5.1 — Commercial General Liability:~~

~~Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.~~

~~3.5.2 — Automobile Liability:~~

~~Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.~~

~~3.5.3 Workers' Compensation:~~

~~Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. — \$1,000,000 limits on larger contracts)~~

~~Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.~~

~~3.5.4 Certificates of Insurance.~~

~~Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.~~

~~In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.~~

~~If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.~~

~~3.5.4.1 Cancellation and Expiration Notice.~~

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.~~

3.6 ORDERING AUTHORITY.

- 3.6.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.6.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase/rent from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.6.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.6.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT OFFICER, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

AMIE BRISTOL, SHERIFF'S PROCUREMENT MANAGER, 602-876-3409
(A_Bristol@MCSO.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 EVALUATION CRITERIA.

3.8.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.8.1.1 Compliance with specifications.

3.8.1.2 Price.

3.8.1.3 Determination of Responsibility.

3.8.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.9 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hardcopy (labeled), one (1) hard copy, including pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.11 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.11.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.11.2 **Mandatory:** Attachment "A", Pricing;

3.11.3 **Mandatory:** Attachment “B”, Agreement; and

3.11.4 **Mandatory:** Attachment “C”, References.

3.11.5 **Mandatory:** Vendor list defining inventory availability

3.12 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

**ATTACHMENT A
PRICING**

SERIAL 06028-S

PRICING SHEET: S075101,02/B0604563

NIGP CODE 97514

BIDDER NAME: _____

VENDOR # : _____

BIDDER ADDRESS: _____

P.O. ADDRESS: _____

BIDDER PHONE #: _____

BIDDER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

ACCEPT PROCUREMENT CARD: _____ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES _____ NO _____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____ YES _____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 _____

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

_____ NEWSPAPER ADVERTISEMENT

_____ MARICOPA COUNTY WEB SITE

_____ PRE-SOLICITATION NOTICE (POST CARD)

_____ E-MAIL

_____ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A PRICING

1.0 PRICING:

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

	DAILY RENTAL	WEEKLY RENTAL	MONTHLY RENTAL	YEARLY RENTAL
1.1 MANUFACTURER/ MODEL				
1.1.1 Full Size (e.g. Ford 500, Chevrolet Impala)				
1.1.2 Premium Size (e.g. Crown Victoria, Grand Marquis)				
1.1.3 Luxury Size (e.g. Cadillac Deville, Lincoln Town car)				
1.1.4 ½ Ton Truck (Extended Cab)				
1.1.5 ¾ Ton Truck (Extended Cab)				
1.1.6 4 Wheel Drive (Full Size Sports Utility)				
1.1.7 COST PER VEHICLE FOR LIMO TINT.	\$_____ PER VEHICLE			
1.2 Penalty for exceeding mileage restrictions 3,000 per vehicle per month.	\$_____/PER MILE			
1.3 Labor rate for Body & Fender repair jobs	\$_____/ PER HOUR			
1.4 Labor rate for Frame work	\$_____/ PER HOUR			
1.5 Labor rate for Mechanical work	\$_____/ PER HOUR			
1.6 Labor rate for Paint jobs	\$_____/ PER HOUR			
1.7 Define what constitutes normal wear and tear damage:	_____			

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 RESPONDENT SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 DEPUTY MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

Questions and Answers

1. On average, how often do the vehicles need to be switched?

Only when the undercover car has been identified as a police vehicle. We expect the swap to occur within 24 hours.
2. It is unclear in the bid as to whether or not we need to include \$1,000,000.00 liability insurance into the rate of the vehicles(section 3.5.1 and 3.5.2). Please let us know if we do or we do not need to have this as part of the price.

The insurance needs to be included.
3. If our company is self insured (section 3.5), does that meet the necessary insurance needed?

No
4. Do the vehicles get swapped around in the operation?

Not usually. We may have staff transferred in and out of the unit that may drive the car for the same operation.
5. How many numbers of the VIN# need to be on the invoice each month?

All, for each vehicle we are leasing.
6. To clarify the tint issue, We need to include Arizona legal tinting in the pricing and then list Limo tinting as a separate line item on the price sheet?

Yes
7. Will this be added to the official price sheet?

Yes
8. Are there any specifications required on the car alarms?

No
9. Does it have to be an actual car alarm or are they just looking for keyless entry with a panic button on them?

Yes, actual alarm
10. Will there be a clause for dual indemnification? This is pretty standard on most contracts.

There will be no clause for dual indemnification.
11. Please clarify what needs to be turned in for the bid. The way it reads we have to have 1 original, 1 copy, 2 additional copies of the price sheet and one copy of the price sheet on a cd. Do we also have to have the whole proposal on the cd?

As stated, 1 original, 1 extra hard copy and the pricing on CD (not DVD) in the exact same Excel format.

12. For the wear and tear question on the rate sheet, are you looking for a general description of what wear and tear is or a dollar amount?

General Description

13. The bid states that the minimum mileage cap for the vehicles is 3,000/month. Is there going to be a place for us to state what the mileage we are offering for mileage?

No

14. For the Aftermarket section 1.2
We need the specifications on the Tool boxes, Camper-shells, Spot lights and Alarm systems.

See above answer for alarms; normal tool boxes; we will provide spot light

15. What is the time frame for delivery of units that need aftermarket e.g. camper shell, tool box, spot light etc.

The vendor needs to tell us how long it will take for these items to be installed after we request them.

16. Will camper-shells be required on short term rentals?

Occasionally

17. Will the county continue to pay for units while they remove their equipment?

I don't understand what this means. If we are still using the vehicle, then we will pay. However, the equipment installed on the vehicle with the exception of the spot lights will belong to the vendor. If we return the vehicle with the vendor installed equipment, we would not continue to pay for the vehicle while the vendor removes the equipment.

18. Will you consider a lower rate if guarantee of minimum of 12 months in service?

This could not apply as we have the requirement to be able to switch a vehicle out when its undercover status is revealed.

19. How will Fleet Management handle the switching of units within the Sheriff's Dept if one unit's cover is blown?

This contract is totally separate from the Sheriff's Office Fleet. The vendor will be tasked with switching out one of the units when requested by the Sheriff's Office.

20. How will you notify the contractor of a vehicle being moved to a different driver/department/use?

By phone

21. What has the historical use been for mileage and the number of units out per month, for 3 months, for 6 months, 12 months, and 12 plus months?

Average mileage per year is 25,000 miles

22. How many units were returned during the last contract because their cover was blown?

Very few

23. How do you want to handle the lic renewal for units?

It is the vendor's responsibility. The Sheriff's Office is not leasing to purchase. We are just leasing. The vehicles are the property of the vendor and as such licensing, title, etc. is the responsibility of the vendor.

24. Will the titles need to be under fictitious names?

The vendor is registering the vehicles, not the Sheriff's Office – we are not buying the vehicles – the vendor is the purchaser.

25. Will the Sheriffs office handle the titling in the fictitious name or do you want the contractor?

As stated above, titling is the responsibility of the vendor since the vehicle is the vendors' property (again, as stated, we are only renting, not leasing.

26. Will the Loaner car replacement for repairs, only be required for repairs that are longer than 24 hours?

Yes

27. Will you require a fictitious name for maintenance repairs for the unit to be serviced at a Service Center?

Repairs will be under the name of the vendor not the Sheriff's Office

28. Will you require a Maintenance credit card for driver use for emergency road services and general services ?

No

29. Will the County provide the contractor with a cross indemnification?

No

30. Will another user of this bid, which isn't using it for undercover work, still be able to terminate at any time?

No

31. If you are selecting multiple bidders, will you also accept bids for minimum terms to reduce the cost?

No